

**STANDARD RENTAL AGREEMENT**  
**SPECIFICATIONS & COVENANTS**

Connecticut Department of Transportation

January 8, 2007

- (1) All checks or money orders to the State are to be made payable to: "Treasurer, State of Connecticut" and mailed to: "Accounts Receivable Unit, Conn. Dept. of Transportation, 2800 Berlin Tpke., P.O. Box 317546, Newington, Connecticut 06131-7546," or such other address as the State may designate from time to time.
- (2) It is understood that the amount of the rental fee may be reviewed periodically by the State, and may be changed if conditions so warrant. If any increase in the rental fee is made and is not acceptable to the Second Party, the Second Party may vacate the Premises and remove all of its personal property from the premises without any penalty, after giving the State thirty (30) days written notice of its intention to do so, time being of the essence.
- (3) If the Second Party violates any provision of this Rental Agreement, including but not limited to failure to make a rental fee or tax payment within ten days of the due date, or lapse of insurance policy, then this Rental Agreement can be terminated by the State, the Second Party's security deposit may be forfeited, and the State will be entitled to immediate peaceful possession of the Premises without further notice or demand, time being of the essence.
- (4) The security deposit will be returned to the Second Party without interest within sixty (60) days after the termination of its tenancy. Nothing in this section shall preclude the state from retaining the security deposit for nonpayment of rent, collection costs, costs associated with abandonment of the premises, nonpayment of utility charges, repair work, or cleaning contracted for by the tenant, cost of cleaning out the Premises and/or for the value of damages to the Premises caused by the Second Party, members of its family or its guests. If any deductions are made, the Second Party will be given a written statement itemizing the amount of such deductions.
- (5) The Second Party agrees to pay the State its reasonable costs for collecting any rental money that may become due under the terms of this Rental Agreement and/or its eviction costs, which may include, but will not be necessarily limited to, the cost of the Collection Agency(ies), Attorney(s), State Marshal(s), court costs, and cleanup and moving expenses.
- (6) The Premises is rented on a month-to-month basis in its "as is" condition without any warranties or representations of any kind by the State. During the course of this Rental Agreement the Second Party shall be responsible for all routine maintenance and repairs to the Premises including but not limited to routine plumbing, heating and cooling repairs; annual cleaning of heating and cooling units; lawn and yard care; snow removal; waste removal; replacement of broken windows; cleaning of gutters, interior decorating, repair of broken, damaged or irregular pavement and sidewalks; and all other obligations which are necessary to keep the Premises clean and reasonably safe. In addition to the Second Party's obligation to keep the Premises clean and reasonably safe, the State may occasionally inspect the Premises and may mandate the Second Party to make further repairs or maintenance that the State deems necessary to keep the Premises clean and reasonably safe. Any major repairs required to maintain the habitability of the Premises including roof and heating system replacement, repairs or replacement of the primary electrical, foundation, sewer, or water systems, and exterior painting ("Major Repairs") shall be performed by the State, at the State's cost, on the State's time schedule, to the State's satisfaction. The State shall be the sole judge of the habitability of the Premises.
- (7) The Second Party, at its sole expense, shall enter into a service contract with a Connecticut licensed heating contractor of its choice to provide annual inspections, cleanings and preventive maintenance to the heating system(s) located at the Premises. If the Premises has an oil-fired heating system, the Second Party shall maintain at least one fourth (1/4) tank of oil at all times. The Second Party shall be solely responsible for all heating system repairs including, but not limited to, repairs required due to lack of proper cleaning, maintenance and/or running the oil tank empty.
- (8) Appliances located on the Premises may be used by the Second Party if in working condition. However, the condition of appliances is not represented nor warranted by the State. The Second Party shall be responsible for maintenance, repairs, and/or replacement of appliances, as needed, at its sole expense. Replacement and/or additional appliances provided by the Second Party shall require written approval by the State prior to their installation. Any appliances so provided by the Second Party and approved by the State, may be removed by the Second Party when it vacates the Premises. Appliances provided by the Second Party that are not removed by the Second Party when it vacates the Premises, shall become the property of the State.
- (9) Any repairs to or upgrading of the Premises performed by the Second Party and/or its contractors shall be done in a workmanlike and timely manner; and will not be reimbursable by the State nor will rent credits be applied to the rental account.
- (10) It is understood by the Second Party that the Premises was acquired by the State to be used for a transportation project. The project schedule or lack thereof allows the Premises to be rented on a month-to-month basis to the Second Party as an interim use only. The Second Party shall take this into account when deciding what repairs to and/or upgrading of the Premises it will undertake at its own expense. The Second Party shall request and obtain approval from the State before performing any substantial repairs to and/or upgrading of the Premises at its expense.
- (11) Repairs to and/or upgrading of the Premises by the State, or its contractors, at the State's expense, shall require prior approval of the State. The Second Party shall not authorize contractors to perform any repairs to and/or upgrading of the Premises at the State's expense, unless it has the express prior approval of the State to do so. Said approval would only be given by the State in an emergency situation.
- (12) The Second Party agrees to comply with and conform to all the laws of the State of Connecticut, and the ordinances and zoning regulations of the Town(s) in which the Premises is (are) located.

- (13) The Second Party agrees to maintain the Premises in a clean condition, to the satisfaction of the State and to arrange for the orderly use of the Premises. The Second Party further agrees that it shall not permit hazardous or highly inflammable, volatile, or explosive substances to be placed on, under, or over the Premises or permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the Premises and that no accumulation of boxes, barrels, packages, waste paper or other articles shall be permitted in or upon the Premises. Ice and snow control of the sidewalks if any, abutting the Premises shall be the obligation of the Second Party.
- (14) The Second Party agrees that no junk shall be permitted to be stored on the Premises. The term "junk" shall mean old or scrap paper, copper, brass, rope, rags, batteries, empty propane tanks, paper trash, rubber debris, waste or junked, dismantled, wrecked, or unregistered motor vehicles, parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials.
- (15) The Second Party will be responsible for all payments related to the Premises for utilities, excepting public water supply and sewer use charges, including heat, and all fees, fines and/or penalties assessed or required for compliance with municipal building codes and regulations. The Second Party alone will be responsible for payment of any local taxes relating to its tenancy (Ref. State Statute 12-64(b)).
- (16) The Second Party shall carry liability insurance coverage for the Premises for a minimum single limit of \$500,000 for a dwelling, \$1,000,000 for a commercial property, for death and bodily injury, naming the State of Connecticut as additional insured, at no cost to the State.
- (17) The Second Party shall at all times during its occupancy defend, indemnify and save harmless the State and its respective officers, agents and employees, on account of all claims, damages, losses, litigation, expenses and compensation, including but not limited to attorney's fees and court costs, arising out of injuries, including death, sustained by or alleged to have been sustained by any person, or damage to or loss of any property, relating to the Second Party's use or occupancy of the Premises. The provisions of this Section shall survive the expiration of early termination of this Rental Agreement and may not be limited by reason of any insurance coverage. The Second Party also agrees to indemnify and save harmless the State and its respective officers, agents and employees from any and all delays, claims, costs, suits and actions of any kind arising out of or relation to its failure to vacate the Premises within the times specified in any notice from the State.
- (18) Either party can terminate this Rental Agreement upon the posting of thirty (30) days written notice to the other. When the Second Party vacates the Premises it will remove all of its personal property from the Premises at its own expense without any relocation assistance from the State, leaving the Premises in as good or better condition as when the Second Party took occupancy, reasonable use excepted, time shall be of the essence. This will not prejudice any relocation benefits to which the Second Party was entitled if it was an original Use and Occupancy tenant.
- (19) The Second Party shall not remove, nor allow any other party to remove, any part of the Premises, including, but not limited to, land, buildings, building components, real estate fixtures, landscape components and plantings, without prior written approval from the State.
- (20) In the event the Premises requires Major Repairs which the Second Party and the State are unwilling to perform, or the Premises becomes damaged or destroyed by fire or other casualty to an extent that the use is, in the opinion of the State, substantially impaired, the Second Party may vacate the Premises and remove all its personal property without regard to the thirty (30) days written notice, and rent will be pro-rated to the last day of occupancy and receipt of all the keys to the Premises.
- (21) The Second Party will agree to allow the State and its contractors to enter the Premises for inspection or repairs, or other proper purposes, at times reasonable and convenient to both parties.
- (22) The Second Party is not allowed to assign this Rental Agreement to any other party or to sublet any portion of the Premises without prior written approval of the State. Occupancy of the Premises is strictly limited to the person(s), or if a commercial tenancy to the business, as listed in the Second Party's rental application form unless an assignment or sublease is approved by the State, wherein occupancy may be extended to the approved assignee(s) and/or subtenant(s).
- (23) The Second Party is not allowed to make any new improvements to the Premises without prior written approval of the State. Any such new improvements which are made shall normally be left intact and become State property upon the Second Party's vacancy, or, if given prior written approval from the State, removed at the cost of the Second Party. New improvements shall include, but not be limited to, buildings, pools, patios, fences, plantings, pavement, decks, play equipment, heating units, and fixtures.
- (24) The Second Party shall promptly provide the State with such estoppel certificates, financial data and credit histories as the State may require at no cost to the State and shall warrant and represent to the State that all such information is true and accurate to the best of its knowledge and belief.
- (25) The State reserves the right to sell or transfer the Premises at any time without prior notice to the Second Party.
- (26) If the State attempts to sell the Premises, the Second Party shall cooperate with the State during the process. This shall include, but not be limited to, allowing "For Sale" signs to be placed on the site, allowing the State to have an "Open House" and show the Premises to prospective buyers, and not interfere with the sales process. The Second Party shall be notified prior to any event. The Second Party shall receive no preferential treatment in purchasing the Premises.